

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381520

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOUTHERN TIDE, LLC		04/19/2016	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK, as Administrative Agent		
<b>Street Address:</b>	211 Perimeter Center Parkway, Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85931121		
<b>Registration Number:</b>	4026229		
<b>Registration Number:</b>	4217931		
<b>Registration Number:</b>	4667979		
<b>Registration Number:</b>	4696703		
<b>Serial Number:</b>	86632175	CHANNEL MARKER	
<b>Serial Number:</b>	86624880	CHANNEL MARKERS	
<b>Registration Number:</b>	4230663	FLIPJACKS	
<b>Serial Number:</b>	85931114	SOUTHERN TIDE	
<b>Registration Number:</b>	3227648	SOUTHERN TIDE	
<b>Registration Number:</b>	4230175	SOUTHERN TIDE	
<b>Registration Number:</b>	4696702	SOUTHERN TIDE	
<b>Registration Number:</b>	4688977	SOUTHERN TIDE 21	
<b>Serial Number:</b>	86093967	SOUTHERN TIDE RED, WHITE & BLUE	
<b>Registration Number:</b>	4026230	SOUTHERN TIDE VINTAGE	
<b>Registration Number:</b>	4859986	THE SKIPJACK	
<b>Serial Number:</b>	86351260	TIDE TO TRAIL	
<b>Serial Number:</b>	86700775	TIDE TO TRAIL	

CH \$465.00 85931121

**CORRESPONDENCE DATA****Fax Number:** 4045725135

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 404-572-3493**Email:** kosborne@kslaw.com**Correspondent Name:** Karen Osborne, Senior Paralegal**Address Line 1:** 1180 Peachtree Street, N.E.**Address Line 2:** King & Spalding LLP**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	40500.019019
<b>NAME OF SUBMITTER:</b>	Karen Osborne
<b>SIGNATURE:</b>	//Karen Osborne//
<b>DATE SIGNED:</b>	04/21/2016

**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 19th day of April, 2016, by SOUTHERN TIDE, LLC, a South Carolina limited liability company ("New Grantor"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of June 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Third Amended and Restated Pledge and Security Agreement dated as of June 14, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the New Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The New Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing security interest in all of the New Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the New Grantor's U.S. Trademarks (other than U.S. Trademarks that are not Eligible Trademarks (as defined in the Credit Agreement)) and U.S. Trademark Licenses (other than licenses or other agreements to the extent relating to the grant of rights to use any U.S. Trademarks that are not Eligible Trademarks (as defined in the Credit Agreement)) to which it is a party including those U.S. Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the New Grantor against third parties for past, present or future infringement or dilution of any U.S. Trademark (other than U.S. Trademarks that are not Eligible Trademarks (as defined in the Credit Agreement)) or any breach of any U.S. Trademark License (other than licenses or other agreements to the extent relating to the grant of rights to use any U.S. Trademarks that are not Eligible Trademarks (as defined in the Credit Agreement)).

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the New Grantor, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the New Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. The New Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. The New Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future U.S. Trademarks of the New Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in

any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, the New Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SOUTHERN TIDE, LLC**

By: K. Scott Grassmyer  
Name: K. Scott Grassmyer  
Title: Vice President

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
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ACCEPTED AND ACKNOWLEDGED BY:

SUNTRUST BANK, as Administrative Agent






By: Stephen D. Metts  
Name: Stephen D. metts  
Title: Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005775 FRAME: 0636

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**


**U.S. Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application / Registration No.</b>	<b>App. / Reg. Date</b>
Southern Tide, LLC		App. # 85/931,121	
Southern Tide, LLC		Reg. # 4,026,229	9/13/2011
Southern Tide, LLC		Reg. # 4,217,931	10/2/2012
Southern Tide, LLC		Reg. # 4,667,979	1/6/2015
Southern Tide, LLC		Reg. # 4,696,703	3/3/2015
Southern Tide, LLC	CHANNEL MARKER	App. # 86/632,175	
Southern Tide, LLC	CHANNEL MARKERS	App. # 86/624,880	
Southern Tide, LLC	FLIPJACKS	Reg. # 4,230,663	10/23/2012
Southern Tide, LLC	SOUTHERN TIDE	App. # 85/931,114	
Southern Tide, LLC	SOUTHERN TIDE	Reg. # 3,227,648	4/10/2007
Southern Tide, LLC	SOUTHERN TIDE	Reg. # 4,230,175	10/23/2012
Southern Tide, LLC	SOUTHERN TIDE	Reg. # 4,696,702	3/3/2015

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005775 FRAME: 0637**



Grantor	Mark	Application / Registration No.	App. / Reg. Date
Southern Tide, LLC		Reg. # 4,688,977	2/17/2015
Southern Tide, LLC	SOUTHERN TIDE RED, WHITE & BLUE	App. # 86/093,967	
Southern Tide, LLC	SOUTHERN TIDE VINTAGE	Reg. # 4,026,230	9/13/2011
Southern Tide, LLC	THE SKIPJACK	Reg. # 4,859,986	11/24/2015
Southern Tide, LLC	TIDE TO TRAIL	App. # 86/351,260	
Southern Tide, LLC	TIDE TO TRAIL	App. # 86/700,775	

TRADEMARK SECURITY AGREEMENT